
ACADEMIC SERVICE LEARNING
AFFILIATION AGREEMENT

This Academic Service Learning Affiliation Agreement (“Agreement”) is effective and entered into as of this [INSERT DATE], by and between [ENTER ENTITY], a member of the Organization for Associate Degree Nursing (“OADN Member School”), a [ENTER TYPE OF ENTITY, STATE OF FORMATION AND ADDRESS] and The American National Red Cross, a not for profit federally chartered instrumentality (the “American Red Cross”) with headquarters located at 431 18th St NW, Washington, DC 20006.

In consideration of the promises set forth in this Agreement, the parties agree as follows:

1. **Academic Service Learning Experience.** OADN Member School and the American Red Cross will develop a program to provide practical learning opportunities and/or clinical experiences (the “Academic Service Learning Experience” or “ASL Experience”) to student(s) over 18 years old enrolled in the OADN Member School of nursing who are identified on a program addendum (“Academic Service Learning Volunteers” or “ASL Volunteers”) in the form attached hereto as Exhibit A (“Academic Service Learning Experience Addendum” or “ASL Addendum”), for the period and anticipated opportunities and experiences specified in the ASL Addendum.
2. **Academic Service Learning Experience Curriculum and Supervision.**
 - 2.1. **Academic Service Learning Experience Content.** OADN Member School shall be responsible for establishing the course content for the ASL Experience, the method of instruction, and the final evaluation of the Academic Service Learning Volunteer, and shall ensure the ASL Volunteers are prepared for effective participation. For the avoidance of doubt, College understands and acknowledges that it shall be solely responsible for all aspects of formal ASL Volunteer evaluation. Academic Service Learning Experience content will be subject to local internal American Red Cross approval and the availability of appropriate American Red Cross resources (including but not limited to American Red Cross Supervisors, as defined below, and American Red Cross offices or facilities), all as mutually determined by the parties through execution of the ASL Addendum. The OADN Member School acknowledges and agrees that American Red Cross’ resources may be very limited in this regard.
 - 2.2. **American Red Cross Academic Service Learning Experience.** ASL Experiences at the American Red Cross includes health and safety, community health, and leadership activities working with clients, individuals, families, communities and organizations in real-world, real-time community service experiences, either virtual or physical.
 - 2.3. **OADN Member School Supervisor.** OADN Member School’s designee (“OADN Member School Supervisor”) will enroll and place ASL Volunteers, plan, coordinate, and provide course content and objectives for the curriculum and clinical experiences, evaluate ASL Volunteer performance, and confer credits and degrees. At all times OADN Member School will retain responsibility for the comprehensive education of its students.
 - 2.4. **American Red Cross ASL Coordinators and Supervisors.** The American Red Cross shall assign a member of its staff to serve as the Academic Service Learning Volunteer Coordinator (“American Red Cross ASL Coordinator”). The American Red Cross ASL Coordinator will be the primary contact for faculty and students. ASL Volunteers may participate in a variety



of volunteer positions. American Red Cross shall also assign one or more members of its staff who have the appropriate experience to serve as the supervisor of the ASL Experience (the “American Red Cross ASL Supervisor”). American Red Cross ASL Supervisors in associated programs shall provide remote or on-site instruction, training and supervision of the ASL Volunteer.

3. **Assignment of ASL Volunteers.** OADN Member School and the American Red Cross shall mutually agree as to the identity of the ASL Volunteer(s) who will participate in the ASL Experience, the schedule for the ASL Volunteer(s), and, if applicable, the American Red Cross department(s) to which the ASL Volunteer(s) will be assigned, in the ASL Addendum. OADN Member School will require and encourage ASL Volunteer compliance with the American Red Cross’ rules, regulations, and procedures, and use its best efforts to keep ASL Volunteers informed as to the same and any changes therein. Specifically, OADN Member School will keep each participating ASL Volunteer apprised of his or her responsibilities, which shall include but may not be limited to the ASL Volunteer’s required registration in the American Red Cross volunteer management system, Volunteer Connection, which will include a non-disclosure agreement and other compliance documents, pursuant to Section 3 American Red Cross Client Care, and Section 8 American Red Cross Policies, herein. OADN Member School understands and acknowledges that American Red Cross ASL Experiences may vary by location and local volunteer department needs. Local volunteer opportunities may include any or all American Red Cross lines of service, including Biomedical Services, Disaster Cycle Services, International Services, Service to the Armed Forces, and Preparedness, Health and Safety Services.
4. **Academic Service Learning Volunteer Information and Requirements.** OADN Member School shall provide the American Red Cross with the names of all ASL Volunteers and shall verify prior to assigning an ASL Volunteer to the ASL Experience that each such ASL Volunteer has satisfactorily completed any applicable prerequisites of OADN Member School curriculum, and will comply with all American Red Cross regulations, policies, and procedures, including without limitation the obligations to successfully complete the American Red Cross volunteer application and onboarding paperwork and commitments, including but not limited to the obligations to undergo and pass any American Red Cross required background checks, provide evidence of any required licenses, or certifications, and execute applicable non-disclosure agreements. These steps and certifications will be completed via the American Red Cross’s volunteer management system, Volunteer Connection. OADN Member School agrees to notify the American Red Cross immediately in the event that any subsequent negative information impacting the background check about an ASL Volunteer is brought to its attention. If the American Red Cross requests written documentation for any of the foregoing, OADN Member School shall inform ASL Volunteers to submit such documentation directly to the American Red Cross. OADN Member School shall maintain all ASL Volunteer academic records.
5. **Removal of ASL Volunteers.** Each party has the right to remove an ASL Volunteer from the ASL Experience for any reason, including but not limited to unsatisfactory performance, refusal to follow American Red Cross or OADN Member School administrative policies, procedures, rules and regulations or violation of any federal, state or local laws. Each party shall notify the other party of its desire for an ASL Volunteer’s removal and its reasons for doing so in writing, and the parties shall consult with each other, make a decision regarding whether to remove the Academic Service Learning Volunteer, and effectively remove the ASL Volunteer as soon as practicable, but at the most within ten (10) business days. But, that, either party may immediately remove any ASL Volunteer from American Red Cross premises, either virtual or physical, for behavior that it deems

to be an immediate threat to the health or welfare of American Red Cross or OADN Member School clients, personnel, volunteers or visitors, to the quality of American Red Cross or OADN Member School services or operations, or for otherwise unprofessional behavior. In such event, such party shall notify the other party in writing of its actions and the reasons for its actions as soon as practicable.

6. **American Red Cross Policies.** The American Red Cross shall provide a virtual orientation to OADN Member School. ASL Volunteers participating in the ASL Experience to familiarize them with the American Red Cross and its applicable policies, rules, standards, and practices. OADN Member School shall require all ASL Volunteers to abide by those policies, rules, standards, and practices.
7. **American Red Cross Client Records.** All information obtained and records created which pertain to Clients shall remain confidential and the property of the American Red Cross. OADN Member School shall advise ASL Volunteers participating in the ASL Experience that the disclosure of such information or records is not permitted without the prior written approval of the American Red Cross, or as may be required by law and as further explained in ASL Volunteer onboarding.
8. **Academic Service Learning Volunteer Records.** Each party shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974 and shall take all measures necessary to ensure the confidentiality of any and all ASL Volunteer information in its possession.
9. **Identification.** OADN Member School shall require ASL Volunteers to wear any appropriate identification provided by the American Red Cross and any uniform required by the American Red Cross while participating in the ASL Experience. Neither the identification nor the uniform shall indicate that the ASL Volunteers are employees of the American Red Cross. OADN Member School shall inform ASL Volunteers to identify themselves to American Red Cross Clients, personnel, volunteers, and visitors in a manner mutually agreed upon by the parties, but never as employees.
10. **Transportation.** If applicable, ASL Volunteers participating in the ASL Experience shall be responsible for their transportation to and from the American Red Cross. Neither party shall authorize ASL Volunteers to personally transport any American Red Cross Client. Faculty and Students shall be solely responsible for any OADN Member School policy regarding transportation and should inform their Red Cross supervisor of any such applicable policy.
11. **ASL Volunteers as Students.** While participating in the ASL Experience, ASL Volunteers shall have the status as students and/or volunteers, and are not to replace American Red Cross employees. ASL Volunteers shall work, perform assignments, and participate in activities only at the discretion of their American Red Cross ASL Supervisor and OADN Member School Supervisor. Nothing in this Agreement shall be deemed to create an employer-employee relationship between an ASL Volunteer and the American Red Cross. ASL Volunteers shall not be considered employees or agents of the American Red Cross for any purpose while participating in the ASL Experience and are not entitled to any compensation or benefits, including, but not limited to, the payment of any taxes related to employment, workers' compensation, or unemployment insurance, vacation, sick time, or any other benefit of employment, direct or indirect. The American Red Cross will not be required to purchase any form of insurance for the benefit or protection of any ASL Volunteer.



- 12. **Insurance.** Upon request, each party will provide proof of commercial general liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- 13. **Term and Termination.** This Agreement will remain effective for three (3) years, unless otherwise terminated by either party for any reason upon six months prior written notice. Such notice shall be sent by email, certified or expedited mail, or personal delivery to the individual(s) executing this Agreement and to the contact in the notice provision on behalf of the other party. Such notice shall comply with Section 20 Notice of this Agreement. At the beginning of each academic term during which ASL Volunteer(s) will be placed with the American Red Cross, the parties shall execute a new ASL Addendum, in the form attached hereto, which will govern such designated academic term. Should this Agreement terminate, then all ASL Experience Addenda shall also terminate.

- 14. **Confidentiality and Intellectual Property.**
 - 14.1. **Confidentiality.** Except as required by applicable law, regulation, or otherwise provided herein, each party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents, and materials received for the purposes of this Agreement.

 - 14.2. **Intellectual Property.** The American Red Cross is the owner of various trade names, trademarks, and other copyrighted and proprietary content (“Red Cross IP”). Subject to the terms and conditions of this Agreement, American Red Cross hereby grants OADN Member School a limited non-exclusive license to use the Red Cross IP solely in connection with this Agreement and such license may not be assigned or sub-licensed. OADN Member School acknowledges and agrees that (1) the Red Cross IP is a valuable asset of the American Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to OADN Member School of any ownership rights in the Red Cross IP, and (3) OADN Member School’s use of the Red Cross IP shall inure solely to the benefit of the American Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.

 - 14.3. **Press Releases.** Prior to any public use of the Red Cross IP in marketing materials, press releases, presentations, or any other uses, OADN Member School must receive approval of such use from an authorized American Red Cross individual. OADN Member School shall inform ASL Volunteers that they must obtain prior written approval from the American Red Cross and OADN Member School before publishing any material related to the Academic Service Learning Experience.

 - 14.4. **Use of Name.** Neither party will use the other party’s name, logo or marks, nor symbols, unless it requests and receives prior written authorization for each planned use. Any such authorization that may be granted may be revoked at any later time with written notice.

- 15. **Notice.** Notice, when required under this Agreement, shall be sent by email, pre-paid, certified mail, return receipt requested, or by expedited or personal delivery to:

For OADN Member School: []
 With a copy to: []



For American Red Cross: The American National Red Cross
Linda MacIntyre, PhD, RN
Chief Nurse
431 18th St NW 3rd Floor
Washington, DC 20006
Linda.MacIntyre@redcross.org

With a copy to: The American National Red Cross
Office of the General Counsel
431 18th St NW
Washington, DC 20006
LegalContractReview@redcross.org

16. **Miscellaneous.**

- 16.1. **Independent Parties.** In the performance of all work, duties and obligations pursuant to this Agreement, OADN Member School and the American Red Cross are at all times acting as independent parties and neither of them nor their respective employees, faculty members or staff members shall be deemed to be the employee, agent, or joint employee of the other. Neither party shall owe or be required to pay to or on behalf of any employee of the other party any compensation or benefits, including, but not limited to, the payment of any taxes related to employment, workers' compensation, or unemployment insurance.
- 16.2. **Non-Discrimination.** Neither party shall, in connection with any aspect of its performance pursuant to this Agreement, discriminate against any person by reason of race, color, religion, national origin, age, gender, sexual orientation, physical or mental disability, marital or veteran status, or any other characteristic protected by applicable law.
- 16.3. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party. Any attempt to assign this Agreement without such consent shall be void.
- 16.4. **Entire Agreement.** This Agreement contains all the terms and conditions to which the parties have agreed and supersedes any and all prior understandings, agreements, promises, warranties and representations, whether oral or written, relating to the subject matter of this Agreement.
- 16.5. **Amendment.** This Agreement may be amended only upon the mutual written agreement of the parties.
- 16.6. **Governing Law.** This Agreement shall be governed by and construed under the laws of the District of Columbia.

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Humanitarian Services
Academic Service Learning Affiliation Agreement

APPROVED AND ACCEPTED:

THE AMERICAN NATIONAL RED CROSS

[OADN MEMBER SCHOOL NAME]

Linda MacIntyre, PhD, RN
Chief Nurse

[NAME]
[TITLE]

Date

Date



EXHIBIT A
FORM OF
ACADEMIC SERVICE LEARNING EXPERIENCE ADDENDUM

In accordance with the Educational Affiliation Agreement entered into between [OADN MEMBER SCHOOL], a(n) [STATE] [TYPE OF ENTITY] (the “OADN Member School ”), and The American National Red Cross, a not for profit federally chartered instrumentality (the “American Red Cross”), effective [EFFECTIVE DATE] (the “Master Agreement”), it is hereby understood and agreed that this Academic Service Learning Experience Addendum is hereby incorporated into said Master Agreement, and made a part thereof, and that the Academic Service Learning Experience details shall comply with the following terms:

EFFECTIVE DATES:

NAMES OF ACADEMIC SERVICE LEARNING VOLUNTEER(S) PARTICIPATING:

THE AMERICAN RED CROSS VOLUNTEER UNIT TO WHICH EACH ACADEMIC SERVICE LEARNING VOLUNTEER WILL BE ASSIGNED, IF APPLICABLE:

OADN MEMBER SCHOOL DEPARTMENT TO WHICH EACH ACADEMIC SERVICE LEARNING VOLUNTEER WILL BE ASSIGNED, IF APPLICABLE:

SCHEDULE FOR EACH ACADEMIC SERVICE LEARNING VOLUNTEER:

OBJECTIVES OF THE ACADEMIC SERVICE LEARNING EXPERIENCE:

[include type and quantity of Client care to be provided, and the selection of Clients to be cared for by ASL Volunteers]

AMERICAN RED CROSS ASL COORDINATOR INFORMATION (For each American Red Cross ASL Coordinator and , provide the name, title, contact information, and if required, academic degrees, any licenses, and the name(s) of the Academic Service Learning Volunteer(s) each will be supervising):



OADN MEMBER SCHOOL SUPERVISOR INFORMATION (For each OADN Member School Supervisor, provide the name, title, contact information, academic degrees, licenses, and the name of each Academic Service Learning Volunteer OADN Member School Supervisor will be supervising):

OTHER INFORMATION RELEVANT TO THE OPERATION OF THE ACADEMIC SERVICE LEARNING EXPERIENCE, IF APPLICABLE: *[Include any required licenses, certifications, etc.]*

DETAILED DESCRIPTION OF RED CROSS WORK

RULES & REGULATIONS FOR WORK AT RED CROSS LOCATION

OADN MEMBER SCHOOL REQUIRMENTS REGARDING TRANSPORTATION (IF ANY)

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**American
Red Cross**

Humanitarian Services

Academic Service Learning Affiliation Agreement
Academic Service Learning Experience Addendum

APPROVED AND ACCEPTED as of the last date of signature:

THE AMERICAN NATIONAL RED CROSS

[OADN MEMBER SCHOOL NAME]

Linda MacIntyre, PhD, RN
Chief Nurse

[NAME]
[TITLE]

Date

Date